



Columbia Union School District

"Home of the 49ers"

CC Docket No. 02-6

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March 14, 2006

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Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Columbia Union School District
22540 Parrotts Ferry Road
Columbia, CA 95310
(209) 532-0202
FAX (209) 533-7709

Superintendent
Dr. John E. Pendley

Principal
Don Foster

Director of Business/Personnel
Julie Barrington

Director of M. O. T.
Dan DeFranco

Administrative Secretary

Lisa Blaylock
Gini Madison

SCHOOL SITES

Columbia Elementary School
22540 Parrotts Ferry Road
Columbia, CA 95310
(209) 533-7700
FAX (209) 532-4998

Springfield Community Day School
11315 Highway 49
Sonoma, CA 95370
(209) 533-5450

BOARD OF TRUSTEES

Erik Andal
Laura Phelan
Clark Segerstrom
Adrian Wiss
Dr. Jeff Wittman

This is an appeal regarding the denial decision of an appeal made to the Universal Service Administrative Company for funding year 2005-2006.

Re: Applicant Name: Columbia Union School District
Form 471 Application Number: 476940
Funding Year: 2005 - 2006
Billed Entity Number: 144363
Billed Entity: FCC RN
Applicant's Form Identifier: MINERS49

FRN: 1316797

I submitted documentation showing that the contract signed for these services was a multi-year agreement with Pacific Bell/MCI with an effective date July 1, 2004 to December 3, 2008. Our Superintendent signed the contract on January 28, 2004, and DGS Telecommunication Division signed the contract on February 4, 2004 (Exhibit 'A'). Therefore the contract award date was January 28, 2004 and did allow sufficient time for fair and competitive bidding for the first year of e-rate. Since this is an ongoing contract there was no need for competitive bidding for this particular e-rate year as the contract was already in place with Pacific Bell/MCI.

FRN: 1317026

The contract with service provider, Tuolumne County Superintendent of Schools is also an ongoing contract that was in effect July 1, 2003 through June 30, 2006 and was signed by the Columbia School's Superintendent on May 14, 2003. Tuolumne County is small and there is one Internet provider for all of the schools in the county. Exhibit 'B' shows that the contract is a continuing agreement with the County Schools and there should have been no bidding necessary. Also, in the Funding Commitment Report (Exhibit 'C') the expiration date of this contract is incorrect (July 1, 2005).

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"Then and Now, Excellence Begins Here"

Please review the attached Exhibits 'A', 'B', and 'C' to make a determination that there should have been no need for competitive bidding for this funding year as both contract were ongoing and in place at the appropriate time and funding for the 2005 year should be approved.

A handwritten signature in cursive script that reads "Gini Madison".

Gini Madison, Administrative Secretary
gmadison@columbia49er.k12.ca.us

cc: Exhibits 'A', 'B', 'C'
Administrator's Decision on Appeal – Funding Year 2005-2006

FUNDING COMMITMENT REPORT

Billed Entity Name: COLUMBIA UNION ELEM SCH DIST
BEN: 144363
Funding Year: 2005

Form 471 Application Number: 476940

Funding Request Number: 1316797

Funding Status: Not Funded

Category of Service: Telecommunications Service

Form 470 Application Number: 994940000

SPIN: 143002665

Service Provider Name: Pacific Bell Telephone Company

Contract Number: 20040205-0144

Billing Account Number: 209-533-7700

Service Start Date: 07/01/2005

Contract Expiration Date: 12/04/2008

Site Identifier: 110467

Number of Months Recurring Service Provided in Funding Year: 12

Annual Pre-discount Amount for Eligible Recurring Charges: \$6,342.72

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$6,342.72

Discount Percentage Approved by the SLD: N/A

Funding Commitment Decision: \$0.00 - Contract Violation

Funding Commitment Decision Explanation: Your explanation of the time lapse between the posting date of the referenced 470 and the contract award date (CAD) failed to assure SLD that you conducted a fair and competitive process and chose the most cost-effective offering with price the primary factor.

FCDL Date: 12/02/2005

Wave Number: 023

Funding Request Number: 1317026

Funding Status: Not Funded

Category of Service: Internet Access

Form 470 Application Number: 994940000

SPIN: 143017584

Service Provider Name: Tuolumne County Superintendent of Schools

Contract Number: N/A

Billing Account Number: N/A

Service Start Date: 07/01/2005

Contract Expiration Date: 07/01/2005

Site Identifier: 110467

Number of Months Recurring Service Provided in Funding Year: 1

Annual Pre-discount Amount for Eligible Recurring Charges: \$.00

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$2,236.92

Pre-discount Amount: \$2,236.92

Discount Percentage Approved by the SLD: N/A

Funding Commitment Decision: \$0.00 - Contract Violation

Funding Commitment Decision Explanation: Your explanation of the time lapse between the posting date of the referenced 470 and the contract award date (CAD) failed to assure SLD that you conducted a fair and competitive process and chose the most cost-effective offering with price the primary factor.

FCDL Date: 12/02/2005

Wave Number: 023



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2005-2006

February 28, 2006

Gini Madison
Columbia Union School District
22540 Parrotts Ferry Road
Columbia, CA 95310-9757

Re: Applicant Name: COLUMBIA UNION ELEM SCH DIST
Billed Entity Number: 144363
Form 471 Application Number: 476940
Funding Request Number(s): 1316797, 1317026
Your Correspondence Received: January 23, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Funding Year 2005 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1316797
Decision on Appeal: **Approved, Funding Denied**
Explanation:

- In your appeal letter, you state that you submitted on November 9, 2005 to PLA documentation showing that the contract was a multi-year contract with Pacific Bell with an effective date of July 1, 2004 to December 3, 2008. Your superintendent signed the contract on January 28, and the contract was signed by DGS on February 4, 2004. Therefore you state that this date did allow sufficient time for fair and competitive bidding. You attach a copy of the Term Commitment with Pacific Bell/MCI.
- Upon review of the appeal letter and relevant supporting documentation, it was determined that the original request was denied using the FCDL comment for Contract Violations, which states, "The time lapse between the posting date of the referenced 470 and the contract award date failed to assure SLD that you

conducted a fair and competitive process and chose the most cost-effective offering with price the primary factor." Although, PIA used the incorrect FCDL, *the FRN should have still been denied for the CAD being before the ACD.* PIA asked you to submit a copy of the contract and to verify whether the cited 470 number was the posting used to establish the services requested on the 471 application. On November 9, 2005, you submitted the 470 number used to establish services and a copy of the contract. The contract award date of February 4, 2004 was prior to the allowable contract award date of January 11, 2005. In order to meet competitive bidding requirements, program guidelines require applicants to wait 28 days before entering an agreement with service providers. Consequently, PIA denied the FRNs in accordance with program rules.

- The Item 21 attachments you provided in support of your Form 471 application, or documentation provided during review of your application, show that you selected your vendor prior to the end of the 28-day posting period. In your Receipt Notification Letter, SLD notified you that the earliest date upon which you could sign a contract or enter into an agreement (your Allowable Contract Date) was January 11, 2005. Consequently, SLD denies your appeal because your application did not comply with the competitive bidding requirement that your Form 470 be posted on the web site for 28 days prior to signing a contract or entering into an agreement for new products and/or services.
- You selected your vendor for new services prior to the expiration of the 28-day posting period. FCC rules require that except under limited circumstances, all Forms 470 received be posted on the USAC web site for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. 47 C.F.R. §§ 54.504; 54.511(a) and (c). FCC rules further require that the Administrator send the applicant a confirmation when the Form 470 has been posted, and inform the applicant of the earliest date upon which they may sign a contract with the vendor it selects. 47 C.F.R. § 54.504(b)(4). These competitive bidding requirements help to ensure that applicants receive the lowest pre-discount price from vendors. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, *Order on Reconsideration*, 12 FCC Rcd 10095, p. 10098; FCC 97-246 ¶ 9 (rel. Jul. 10, 1997). New services include tariff telecommunications services that are NOT subject to an existing, binding, written contract.

Funding Request Number(s): 1317026
Decision on Appeal: **Approved, Funding Denied**
Explanation:

- In your appeal letter, you state that the service provider, Tuolumne County Superintendent of Schools, SPIN 143017584, is an ongoing contract that was already in effect (July 1, 2003 through June 30, 2006) and was signed by Columbia School's Superintendent on May 14, 2003. You also include a copy of the continuing agreement with the County.

- Upon review of the appeal letter and relevant supporting documentation, it was determined that the original request was denied using the FCDL comment for *Contract Violations, which states, "The time lapse between the posting date of the referenced 470 and the contract award date failed to assure SLD that you conducted a fair and competitive process and chose the most cost-effective offering with price the primary factor."* Although, PIA used the incorrect FCDL, the FRN should have still been denied for the CAD being before the ACD. PIA asked you to submit a copy of the contract and to verify whether the cited 470 number was the posting used to establish the services requested on the 471 application. On November 9, 2005, you submitted the 470 number used to establish services and a copy of the contract. The contract award date of February May 14, 2003 was prior to the allowable contract award date of January 11, 2005. In order to meet competitive bidding requirements, program guidelines require applicants to wait 28 days before entering an agreement with service providers. Consequently, PIA denied the FRNs in accordance with program rules.
- The Item 21 attachments you provided in support of your Form 471 application, or documentation provided during review of your application, show that you selected your vendor prior to the end of the 28-day posting period. In your Receipt Notification Letter, SLD notified you that the earliest date upon which you could sign a contract or enter into an agreement (your Allowable Contract Date) was January 11, 2005. Consequently, SLD denies your appeal because your application did not comply with the competitive bidding requirement that your Form 470 be posted on the web site for 28 days prior to signing a contract or entering into an agreement for new products and/or services.
- You selected your vendor for new services prior to the expiration of the 28-day posting period. FCC rules require that except under limited circumstances, all Forms 470 received be posted on the USAC web site for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. 47 C.F.R. §§ 54.504; 54.511(a) and (c). FCC rules further require that the Administrator send the applicant a confirmation when the Form 470 has been posted, and inform the applicant of the earliest date upon which they may sign a contract with the vendor it selects. 47 C.F.R. § 54.504(b)(4). These competitive bidding requirements help to ensure that applicants receive the lowest pre-discount price from vendors. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, *Order on Reconsideration*, 12 FCC Rcd 10095, p. 10098; FCC 97-246 ¶ 9 (rel. Jul. 10, 1997). New services include tariff telecommunications services that are NOT subject to an existing, binding, written contract.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the

Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" *posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau.* We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company



Exhibit 'A'

EXHIBIT B-3 - AUTHORIZATION TO ORDER

EXHIBIT B-3
AUTHORIZATION TO ORDER UNDER STATE AGREEMENT
(TERM COMMITMENT)
 (Please print or type clearly)

Pacific Bell ("Pacific"), MCI Telecommunications Corporation ("MCI") (collectively, "Contractor") and the State of California ("State") have entered into an Agreement for the Provision of Telecommunications Service(s) and Products, dated December 4, 1998 ("Agreement"). The term of the Agreement ends December 3, 2005. The State may, at its sole discretion, extend the Agreement for three additional one year periods. Pursuant to the Agreement, which is incorporated herein by reference, Municipalities of the State are allowed to order services and products out of the Agreement ("Service") upon execution of this Authorization to Order. A description of the Service, applicable rates and charges and the specific terms and conditions under which the Service will be provided to Municipalities of the State (e.g., cities, counties, school districts and other such entities of the State) are fully set forth in the Agreement.

1. COLUMBIA UNION SCHOOL DISTRICT desires to order the Service(s) identified in Attachment 1 to this Authorization to Order, which is incorporated herein by reference, and Contractor agrees to provide such Service(s) pursuant to this Authorization to Order and the terms and conditions and rate tables contained in the Agreement. Municipality agrees, with respect to the specific Service identified in Attachment 1, to utilize the Agreement as Municipality's single source for procuring the particular Service Identifier (e.g., Local Usage, Centrex, Dedicated Services, Building Wiring, Pacific Bell Voice Mail) listed in the applicable Service Categories (i.e., Line Side Products and Services, Voice Network Products and Services, Data Products and Services, Additional Required Products and Services, and Other Services) during the term of the Authorization to Order. For example, if Municipality selects the Service Category Data Products and Services and the Service Identifier Dedicated Services, Municipality is agreeing to utilize the Agreement as Municipality's single source for procuring all Dedicated Services and services possessing largely equivalent applications to the Dedicated Services.

2. Contractor shall bill Municipality and Municipality shall pay Contractor pursuant to this Authorization to Order and the terms and conditions and rate tables contained in the Agreement.

3. This Authorization to Order shall become effective upon execution by Municipality, Contractor, and the Department of General Services, Telecommunications Division ("Effective Date"). The Service(s) ordered under this Authorization to Order shall commence on July 1, 2004 ("Service Date"). Upon the Service Date, this Authorization to Order shall supersede and replace the Authorizations to Order, dated July 1, 1999, and November 3, 1999, for all Service(s) that Customer identified in either, or both, Authorizations to Order. Unless sooner terminated as provided herein, this Authorization to Order shall remain in effect for the term Municipality has indicated below (check one).

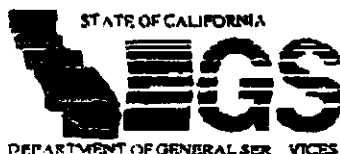
☒ Five-years from the Effective Date, but not beyond December 3, 2008. This Authorization to Order is subject to one year extensions, but in no event shall any such extension extend beyond December 3, 2008. Contractor shall provide Municipality with 60 days' notice of the scheduled expiration date and the intended extension of the Authorization to Order. Each one year extension will occur automatically unless Municipality provides Contractor with written notice of Municipality's intent not to renew this Authorization to Order at least 30 days' prior to the scheduled expiration date of this Authorization to Order. Any work in progress or Service provided under this

Revised: Amendment No. 11

PACIFIC BELL MCI

CALIFORNIA'S HOME TEAM

20040205-0144



Authorization to Order at the time the Agreement expires or is terminated shall be handled as set forth in the second paragraph of Section 4 below.

____ This Authorization to Order shall continue in effect from the Effective Date through the remainder of the term of the Agreement. In the event Contractor and the State extend the term of the Agreement, Contractor shall provide Municipality with 60 days' notice of the intended extension of the Agreement. The term of this Authorization to Order will be automatically extended to match the new term of the Agreement unless Municipality provides 30 days' notice to Contractor prior to the automatic extension of its intent not to renew this Authorization to Order. Any work in progress or Service provided under this Authorization to Order at the time the Agreement is terminated shall be handled as set forth in the second paragraph of Section 4 below.

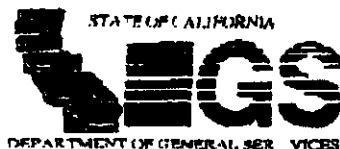
____ years from the Effective Date, but not beyond December 3, 2008. (Applies only to Services with term pricing as specifically authorized in the applicable Rider B and Rider C.) This Authorization to Order is subject to one year extensions, but in no event shall any such extension extend beyond December 3, 2008. Contractor shall provide Municipality with 60 days' notice of the scheduled expiration date and the intended extension of the Authorization to Order. Each one year extension will occur automatically unless Municipality provides Contractor with written notice of Municipality's intent not to renew this Authorization to Order at least 30 days' prior to the scheduled expiration date of this Authorization to Order. Any Services with term pricing provided under this Authorization to Order at the time the Agreement expires or is terminated shall be handled as set forth in the second paragraph of Section 4 below.

4. A. If Municipality, prior to the expiration of the term set forth in preceding paragraph, (i) terminates this Authorization to Order, (ii) disconnects over 50% of a particular Service provided pursuant to this Authorization to Order, or (iii) disconnects any portion of a Service provided pursuant to this Authorization to Order and replaces the disconnected Service with a different service/functionality in violation of Section 1 above, Municipality shall pay one of the following termination charges: (a) if Municipality terminated all of a particular Service, a termination charge based on 65% of the Municipality's highest bill for the disconnected Service provided hereunder multiplied by the number of months remaining in the term of this Authorization to Order, plus any unrecovered nonrecurring charges owed to Contractor on the date of termination; or (b) if Municipality terminated less than all of a particular Service, a termination charge based on the monthly charges for the terminated Service multiplied by the number of months remaining in the term of this Authorization to Order, plus any unrecovered nonrecurring charges owed to Contractor on the date of termination. Notwithstanding the preceding sentence, no termination charge shall apply if all existing traffic volumes carried by the terminated service has been migrated to a like Service offered under this Agreement.

Notwithstanding the preceding sentence, if the State terminates the Agreement, in whole or in part, prior to the expiration of this Authorization to Order, Municipality may, with respect to the Service terminated by the State, (i) continue to subscribe to the Service under the terms of the Agreement for the remainder of the term of this Authorization to Order, (ii) terminate the Service without term pricing under this Authorization to Order without being subject to the termination charge set forth above, or (iii) terminate the Services with term pricing under this Authorization to Order and be subject to the termination charge set forth above.

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PACIFIC BELL MCI
CALIFORNIA'S HOME TEAM



B. Notwithstanding the first sentence in Section 4.A. above, if, after the first fiscal year in which a particular Service acquired hereunder is installed, funds are not appropriated to continue paying for that particular Service in a subsequent fiscal year or universal service discounts are not received to enable Municipality to pay for that particular Service in a subsequent year, then Municipality may terminate this Authorization to Order as it relates to that particular Service as of the last day for which funds were appropriated or universal service discounts were received ("Date of Termination"), without being subject to the termination charge set forth above; provided, however, that Municipality shall be obligated to pay all charges incurred through the Date of Termination, plus any unrecovered nonrecurring charges which may be owed Contractor on the Date of Termination. Municipality shall use its best efforts to obtain funding or universal service discounts for the particular Service provided hereunder.

(i) If the federal universal service discount program is discontinued, Municipality may terminate this Authorization to Order as set forth in Section 4.B. above.

(ii) If Municipality exercises its right to terminate this Authorization to Order for non-appropriation or ineligibility to receive universal service discounts under the then current program, Municipality agrees not to obtain substantially similar equipment and/or services to replace those provided hereunder for one year following the Date of Termination. Municipality may exercise such right to terminate upon delivery to Contractor of a 30 day written notice setting forth the reason for termination and within 30 days following the delivery of such written notice, Municipality shall provide Contractor a legal opinion of counsel that no funds have been appropriated or otherwise made available for payments due under this Authorization to Order or that Municipality is ineligible to receive universal service discounts under the Agreement and funds have not been made available for the acquisition of substantially similar equipment and/or services to replace those provided hereunder.

5. Municipality, upon execution of this form, certifies that Municipality understands that Contractor and the State may, from time to time and without Municipality's consent, amend the terms and conditions of the Agreement thereby affecting the terms of the Service Municipality receives from Contractor. Municipality further understands that the State will have access to all billing information, including that of the Municipality, for the sole purpose of conducting audits pertaining to Contractor's performance under the Agreement.

6. Municipality, upon execution of this form, certifies that Municipality has received and has reviewed the terms and conditions, including the rates and charges, of the Agreement.

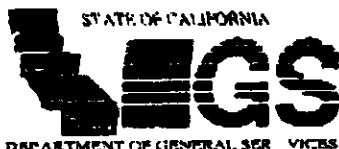
7. Whenever any notice or demand is to be given under this Agreement to Contractor or Municipality, the notice shall be in writing and addressed to the following:

Municipality:
Columbia Union School District
22540 Parrotts Ferry Rd
Columbia, CA 95310
Attn: Gloria Carillo

Contractor:
Pacific Bell/MCI
610 Sequoia Pacific Blvd.
Sacramento, CA 95814
Attn: Contract Program Manager

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PACIFIC BELL MCI
CALIFORNIA'S HOME TEAM



Notices delivered by overnight courier service (U.S. Express Mail, Federal Express, Purolator or Airborne) shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to Order to be executed on the date shown below by their respective duly authorized representatives.

CONTRACTOR

By: Ann Canen
Print Name: Ann Canen
Title: Asst. Director
Date Signed: 2-4-04

COLUMBIA UNION SCHOOL DISTRICT

(Municipality)

By: Dr. John Pendley
Print Name: DR. JOHN PENDLEY
Title: SUPERINTENDENT
Date Signed: 1/29/04

Approved By:
Department of General Services,
Telecommunications Division

By: Diane Osborne
Print Name: Diane Osborne
Title: Telecom Analyst
Date Signed: 2-4-04

Revised: Amendment No. 11

PACIFIC BELL MCI
CALIFORNIA'S HOME TEAM

Internet Access AgreementEffective Date: July 1, 2003Ending Date: June 30, 2006Contract Number: 042003

This Agreement is between the Columbia Union School District ("School District") and the Tuolumne County Superintendent of Schools ("Superintendent") for the provision of Internet access.

School District requests access to the computer network maintained by the Superintendent for the following purposes:

- 1-a. Access to the 'Public' Internet for students and staff.
- 1-b. Access to the various servers maintained and operated by the Superintendent.
- 1-c. Access to the email system maintained and operated by the Superintendent.
- 1-d. For the School District to operate and maintain a domain and website, hosted by the Superintendent.

The School District understands that the following conditions will apply for the duration of the agreement and are nonnegotiable:

- 2-a. All data will be transmitted at the full data rate of the connection.
- 2-b. If indicated by the School District in Section #7, all access to the Internet will be subject to content filtering. Type of content to be filtered and duration of filtering will be specified by the School District in Section #7.
- 2-c. All email sent or received by the School District through the Superintendent's email system will be subject to scanning for malicious or harmful computer code (i.e. viruses). Disposition of the infected email will be the sole responsibility of the Superintendent.
- 2-d. This Agreement will be three school years in duration and can be amended in writing at any time by mutual agreement of both parties.
- 2-e. Billing will be conducted annually and will be based on the California Based Educational Data System (CBEDS) attendance figure of students connected provided by the School District to the Superintendent during the month of October of the current billing school year. See the attached Internet Access Quote for the initial billing amount.

The School District acknowledges that it shall be responsible for payment of any telephone access charges imposed by the local and/or long-distance telephone carrier and that such charges shall be in addition to the annual fee specified in the Internet Access Quote.

School District shall be responsible for procuring and maintaining all receiving and sending equipment located at the School District site. The Superintendent shall exercise ordinary care to prevent damage to district hardware or loss of data stored on servers maintained by the Superintendent but Superintendent does not guarantee data integrity on any of its servers. School District hereby agrees that Superintendent shall not be responsible for any economic or compensatory damages in the event of data loss or hardware damage resulting from Internet access as provided by this Agreement or any eventuality incident thereto. School District agrees to assume full responsibility for repair or replacement as determined by Superintendent for any damage to servers, accessory equipment, transmission lines, or other computers maintained by Superintendent or others of the Wide Area Network maintained by Superintendent caused by or resulting from actions by any user of School District whether authorized or not.

School District is responsible for developing, promulgating, and disseminating an Internet use policy as required by Education Code Sections 51870.5 and 48980 (h). The Superintendent shall have no obligation or responsibility to review or approve any Internet use policies of School Districts.

School District acknowledges and agrees that Superintendent has no legal, ethical, moral, or political responsibility for any of the information, content, depictions, situations, materials, or charges that are created, viewed, received, or incurred as a result of School District's connection to the Internet pursuant to this Agreement. In addition, School District acknowledges and agrees that Superintendent shall be considered an "interactive computer service provider" and not an "information content provider" within the meaning of 47 U.S.C. Section 230(c)(1) as is therefore absolved from any and all liability for damages incurred as a result of information received or transmitted over the Internet access provided in accordance with this Agreement. School District agrees to indemnify and hold Superintendent harmless in the event Superintendent is a named party in a lawsuit resulting in any way from the Superintendent's provision of Internet access to School District.

Web Content Filtering will be available to the School Districts upon request. The School District must complete the attached Web Filtering Authorization. The Digital California Project ("DCP") has paid for the cost of the Web Content Filtering for this year and the next two years. The School District understands that this is not permanent funding and that the cost of web content filtering may be added to the annual billing amount in future years.

If the School District would like email accounts then the School District must provide an on-site administrator or negotiate with the Superintendent's Director of Technology - Network Support for administration costs.

Initial

_____ School District will provide an onsite email administrator.

Name: Frans Vester Phone: 533-7700 x108

_____ School District will not be providing an email administrator and will contact the Superintendent's Director of Technology Services - Network Support to negotiate for administration.

_____ School District will not be using the email system.

The School District will provide the name of a faculty member as point-of-contact for all issues concerning this agreement:

Name: Frans Vester Phone Number: 533-7700 x108

I understand and agree with all of the statements listed above. I also understand and agree that this contract is for three years only and associated fees are subject to change at any time.

I will sign and return two copies of this agreement. One copy will be returned to you after the county superintendent has signed.

[Signature]
Signature: School District Superintendent

5-14-03
Date

[Signature]
Signature: County Superintendent of Schools

5-15-03
Date

97415 (0) 270 APR 28 2006
6965 MAILED FROM ZIP CODE 95310

RECEIVED & INSPECTED
MAY 8 2006
FCC - MAILROOM



COLUMBIA UNION SCHOOL DISTRICT
22540 PARROTTS FERRY RD.
COLUMBIA, CA 95310

TO:

OFFICE OF THE SECRETARY
FEDERAL COMMUNICATIONS
COMMISSION
445 12TH STREET, SW
WASHINGTON, D.C. 20554